

**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

**In Re: Complaint and Petition for Relief  
Of South Carolina Net, Inc. d/b/a Spirit  
Communications v. BellSouth  
Telecommunications, LLC d/b/a AT&T  
South Carolina**

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**Docket No. 2016-79-C**

**REBUTTAL TESTIMONY OF JAMES STEVEN COVINGTON  
ON BEHALF OF SOUTH CAROLINA NET, INC. d/b/a SPIRIT COMMUNICATIONS  
MAY 5, 2016**

1                   **REBUTTAL TESTIMONY OF JAMES STEVEN COVINGTON**  
2                   **ON BEHALF OF SOUTH CAROLINA NET, INC. d/b/a SPIRIT COMMUNICATIONS**

3  
4                   **I. INTRODUCTION**

5  
6                   **Q. PLEASE STATE YOUR NAME.**

7                   A. James Steven Covington.

8  
9                   **Q. ARE YOU THE SAME JAMES STEVEN COVINGTON WHO SUBMITTED**  
10                  **DIRECT TESTIMONY IN THIS MATTER ON APRIL 7, 2016?**

11                  A. Yes.

12  
13                  **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

14                  A. I will respond to assertions in the direct testimony of AT&T witnesses J. Scott McPhee  
15                  and Carl C. Albright, Jr. that relate to the issues I discussed in my direct testimony.

16  
17                  **Q. WHAT ARE ANCILLARY SERVICES AND TRUNK GROUPS FOR**  
18                  **ANCILLARY SERVICES, AND HOW DO THEY RELATE TO THE 911**  
19                  **SERVICES OFFERED BY AT&T UNDER ATTACHMENT 5 OF THE ICA?**

20                  A. Ancillary services are supplementary services that Spirit may purchase pursuant to the  
21                  terms and conditions contained in various attachments of the Interconnection Agreement  
22                  between Spirit and AT&T ("ICA"). Spirit is not required to purchase any ancillary  
23                  services from AT&T. AT&T identifies examples of ancillary services in various places

1 throughout the ICA. Notably, in Section 4.1.2 of Attachment 2 (Network  
2 Interconnection) of the ICA, AT&T specifies Operator Services/Directory Assistance  
3 (“OS/DA”), Busy Line Verification, High Volume Call In, and E911. Similarly, AT&T  
4 identifies E911 Emergency Service, White Pages, Resale Operator Services and  
5 Directory Assistance (OS/DA), and Payphone Services as ancillary services in Section 6  
6 of Attachment 16 of the ICA, which is the Resale Attachment.

7  
8 When a competitive local exchange carrier (“CLEC”) purchases an ancillary service and  
9 interconnects with AT&T with facilities for that service, the service may also require  
10 trunks to be provisioned specifically for that ancillary service. If Spirit wanted to  
11 purchase 911 services (access to Selective Routers and 911 databases) from AT&T, Spirit  
12 would need 911 trunk groups pursuant to Section 4.3.8 of Attachment 2, which refers to  
13 Attachment 5 for the 911/E911 trunk group requirements.

14  
15 **Q. ARE THE 911 SERVICES OFFERED BY AT&T UNDER ATTACHMENT 5 OF**  
16 **THE ICA ANCILLARY SERVICES AND IS SPIRIT REQUIRED TO**  
17 **PURCHASE THEM FROM AT&T?**

18 A. Yes, the 911 services offered by AT&T under Attachment 5 of the ICA are ancillary  
19 services, but Spirit is not required to purchase them. The general provisions of the ICA  
20 are permissive regarding Interconnection Services (as that term is defined in the ICA),  
21 which includes interconnection facilities for 911 services. Similarly, the ICA is  
22 permissive with regard to 911 trunks, in that they are only required if Spirit interconnects  
23 directly with AT&T to provide the ancillary 911 service.

1     **Q. DOES SPIRIT PURCHASE THE ANCILLARY OS/DA SERVICES OFFERED BY**  
2     **AT&T UNDER THE ICA?**

3     A. Spirit does not purchase OS/DA services from AT&T, as OS/DA services are ancillary  
4     services under the ICA that Spirit is not required to obtain from AT&T. As a result, the  
5     OS/DA provisions in Attachment 6 of the ICA do not apply to Spirit and AT&T does not  
6     bill Spirit for facilities and trunks related thereto or for any other aspect of the OS/DA  
7     service offering.

8  
9     **Q. HAS AT&T ACCURATELY DESCRIBED THE RELATIONSHIP BETWEEN 911**  
10    **INTERCONNECTION FACILITIES AND 911 TRUNKS?**

11    A. No, not quite. A 911 interconnection facility is a transmission pipe such as a DS1 or  
12    DS3. While the pipe is a transport facility, the pipe is not empty. The pipe contains  
13    circuits or voice channels. For example, a DS1 contains 24 circuits that can be used to  
14    carry 24 voice conversations. The circuits that already exist within the transport facility  
15    become 911 trunks when AT&T takes action to provision the individual circuits,  
16    specifically by de-muxing the facility into individual circuits, identifying the Emergency  
17    Service Number (“ESN”) for each circuit, and then performing translations to route each  
18    circuit according to the ESN to the appropriate Public Service Answering Point  
19    (“PSAP”). Again, the existing circuits in a 911 interconnection facility become 911  
20    trunks when AT&T provisions the circuits so as to be able to route them to the PSAP  
21    identified by the ESN on the circuit, as specified by Spirit. Based on Access Service  
22    Request (“ASR”) orders, 911 trunks are provisioned by AT&T. In the diagram provided  
23    by AT&T in Mr. Albright’s testimony, the thin lines are the circuits that exist within the

1 interconnection facility, some of which may become 911 trunks when AT&T provisions  
2 them according to ASRs submitted by Spirit for routing to the specified PSAP.

3  
4 **Q. DID SPIRIT'S COMPLAINT FOCUS EXCLUSIVELY ON 911 TRUNKS?**

5 A. No. Certainly, much of the focus of Spirit's complaint relates to the 911 trunks  
6 provisioned by AT&T, but that is because AT&T will not disconnect the 911  
7 interconnection facilities on which AT&T has provisioned 911 trunks until all 911 trunks  
8 are removed from the facility. Even though Spirit attempted to disconnect both the 911  
9 trunks and the 911 interconnection facilities sequentially, Spirit's requests to disconnect  
10 these facilities were always rejected by AT&T because AT&T had refused to accept and  
11 process the requests to disconnect the trunks associated with these facilities that were  
12 submitted prior to the request to disconnect the facilities. The trunks are tied to these  
13 interconnection facilities, and disconnection of the trunks is a prerequisite to  
14 disconnection of the facilities. Accordingly, it is appropriate that Spirit has dedicated  
15 significant focus to Spirit's request to disconnect the trunks and AT&T's refusal to honor  
16 that request.

17  
18 AT&T has acknowledged in its direct testimony that it will disconnect these 911 facilities  
19 if replacement facilities are established between Spirit's switch and AT&T's switch and  
20 all 911 trunks are rolled over from the existing facilities to the new facilities. However,  
21 AT&T has failed to acknowledge that a CLEC may discontinue all use of the 911  
22 services provided by AT&T under Attachment 5 of the ICA, which discontinuation  
23 would be accomplished by disconnecting the 911 trunks and 911 interconnection

1 facilities without rolling the 911 trunks over to new facilities. The focus in Spirit's  
2 complaint need not be on the disconnection of the facilities when a request for  
3 disconnection of facilities has always been prevented by AT&T's refusal to disconnect  
4 the trunks.

5  
6 Still, Spirit was very clear in its Complaint that even though AT&T is obligated "to  
7 provide Spirit with access to AT&T's 911 and E911 databases and to provide Spirit with  
8 interconnection to AT&T's E911 selective router and then call routing to a . . . PSAP for  
9 purposes of 911 call completion (collectively 'E911 Access Services')," Spirit "is not  
10 obligated to purchase the E911 Access Services from AT&T." The interconnection to the  
11 Selective Routers that AT&T is obligated to provide necessarily involves interconnection  
12 facilities, and similarly, the interconnection to the Selective Routers that Spirit is not  
13 obligated to purchase involves interconnection facilities. However, as AT&T has  
14 acknowledged, Spirit cannot disconnect interconnection facilities until trunks have been  
15 removed from those facilities.

16  
17 **Q. WHY IS IT IMPORTANT FOR THE COMMISSION TO UNDERSTAND THE**  
18 **RELATIONSHIP OF TRUNKS TO FACILITIES IN THIS CASE?**

19 A. It is important because the circuits in an interconnection facility become trunks based on  
20 provisioning requested by Spirit and performed by AT&T. Yet, once the circuits on a  
21 facility have been provisioned to route 911 traffic sent over them to the appropriate  
22 PSAPs, Spirit seemingly loses the ability to undo that provisioning and disconnect the  
23 facilities, as AT&T attempts to assume control over how Spirit accesses the appropriate

1 PSAPs where AT&T is the 911 Service Provider with the Selective Router. However,  
2 despite AT&T's attempt to ensure Spirit's compliance with Spirit's 911 service  
3 obligations to its end user customers, Spirit is not currently sending, and has not sent for  
4 more than two years, any 911 traffic over the 911 interconnection facilities and 911  
5 trunks that Spirit originally put in place with AT&T. As permitted by the ICA, Spirit has  
6 contracted with Bandwidth.com, Inc. ("Bandwidth"), which is a third party provider of  
7 911 services, for these services. As a result, all of Spirit's 911 traffic is routed to  
8 Bandwidth's POP and then over its 911 interconnection facilities and 911 trunks to  
9 AT&T's Selective Routers where AT&T is the 911 Service Provider in South Carolina.  
10 Spirit continues to be billed for the 911 interconnection facilities that are unused and  
11 carry no traffic because AT&T will not disconnect the 911 trunks. AT&T distorts its  
12 rights to maintain the 911 trunks despite the clear choice the ICA provides to Spirit and  
13 other similarly situated CLECs to purchase from AT&T the ancillary 911 services offered  
14 in Attachment 5 of the ICA. Once provisioned, AT&T uses the 911 trunks to hold  
15 CLECs hostage to ongoing monthly charges for 911 interconnection facilities and  
16 continued network inefficiencies that raise the CLECs' costs of providing service, which  
17 costs are ultimately passed through to the CLECs' end user customers. AT&T uses its  
18 position as the provider of access to the Selective Routers necessary to reach the PSAPs  
19 for its own competitive advantage, while alleging that a CLEC's use of and compliance  
20 with Attachment 5 is what is best for 911 traffic, even though Spirit's use of Bandwidth  
21 services has resulted in no harm to 911 traffic.

1     **Q. DO YOU BELIEVE THAT AT&T UNDERSTANDS HOW BANDWIDTH**  
2     **PROVIDES ACCESS TO SELECTIVE ROUTERS OF 911 SERVICE**  
3     **PROVIDERS?**

4     A. AT&T's proposed solution to roll over Spirit's existing 911 trunks to Bandwidth facilities  
5     (that AT&T assumes would be put in place between Spirit's switch and AT&T's switch)  
6     seems to suggest that AT&T does not understand how Bandwidth provides Spirit with  
7     access to the Selective Routers of 911 Service Providers like AT&T. Bandwidth is not a  
8     mere third party facilities provider that replicates the facilities that Spirit purchases under  
9     the ICA with AT&T. Bandwidth is a comprehensive third party provider of 911 services  
10    giving competitors cost effective access to Selective Routers wherever CLECs provide  
11    service by using interconnection facilities that are engineered and sized based on the  
12    capacity of the aggregated 911 traffic from all of Bandwidth's customers that need access  
13    to a particular Selective Router. Bandwidth's services promote network efficiencies and  
14    reduce carrier costs, ultimately reducing end user customer costs and fostering  
15    competition in the market.

16  
17    **Q. WILL AT&T'S PROPOSED SOLUTION RELATED TO 911 TRUNKS ON**  
18    **BANDWIDTH FACILITIES WORK?**

19    A. No. Again, Spirit has not replicated the AT&T facilities between Spirit's switch and  
20    AT&T's switch with facilities from Bandwidth. Therefore, the existing 911 trunks  
21    provisioned for Spirit cannot simply be re-groomed and rolled over to Bandwidth's  
22    facilities. Similarly, the existing 911 trunks cannot simply be rolled over to Bandwidth's  
23    facilities between its POP and AT&T's Selective Routers because those facilities are



1 already engineered and sized to handle all 911 traffic from Bandwidth's carrier customers  
2 to AT&T's Selective Routers. If Bandwidth were to install additional facilities for the  
3 sole purpose of accepting 911 trunks rolled over from Spirit's existing interconnection  
4 facilities with AT&T that would be dedicated solely to Spirit's use, Bandwidth would  
5 incur additional network costs and lose network efficiency. These costs would be passed  
6 on to Spirit, and Spirit would be in no better position from a cost or network efficiency  
7 position than it is today under the outdated requirements demanded by AT&T. The  
8 increased costs would then be passed on to Spirit's end user customers, with the end  
9 result that Spirit would not be as effective of a competitor to AT&T and other local  
10 service providers as it would be by having the benefit of Bandwidth's lower cost and  
11 more network efficient 911 services for accessing the AT&T Selective Routers.

12  
13 **Q. IN USING BANDWIDTH'S SERVICES TO ACCESS THE SELECTIVE**  
14 **ROUTERS OF 911 SERVICE PROVIDERS, IS SPIRIT PROVIDING 911**  
15 **SERVICE ANY DIFFERENTLY THAN THAT PROVIDED BY A PSTN-**  
16 **INTERCONNECTED OVER-THE-TOP-VOIP PROVIDER OR WIRELESS**  
17 **SERVICE PROVIDER?**

18 A. No. Because many PSTN-Interconnected Over-the-Top VoIP providers may not be  
19 CLECs, they are not eligible to enter into interconnection agreement pursuant to the  
20 provisions of, and to avail themselves of the rights under, the Telecommunications Act of  
21 1996 ("96 Act"), which includes accessing the Selective Routers where the incumbent  
22 local exchange carrier ("ILEC") is the 911 Service Provider, as AT&T is in South  
23 Carolina. Yet, interconnected VoIP providers must still provide their end user customers

1 with 911 service, and they do so by contracting with third party providers of 911 service  
2 such as Bandwidth. Similarly, wireless service providers do not always enter into  
3 interconnection agreements made available pursuant to the 96 Act, but wireless service  
4 providers too must provide their end user customers with 911 service, and they do so by  
5 contracting with third party providers of 911 service such as Bandwidth. There is no  
6 reason to put CLECs at a competitive disadvantage by forcing them to interconnect  
7 inefficiently with each Selective Router of a 911 Service Provider simply because they  
8 are CLECs and have interconnection rights under the 96 Act.  
9

10 **Q. DOES THE ICA PERMIT SPIRIT TO USE THIRD PARTY PROVIDERS OF 911**  
11 **SERVICES SUCH AS BANDWIDTH?**

12 A. Yes. The permissive language regarding the purchase of Interconnection Services in the  
13 ICA allows Spirit to choose whether to purchase the 911 services offered by AT&T in  
14 Attachment 5 of the ICA. For the reasons previously stated herein, Spirit has chosen to  
15 no longer use AT&T's 911 services offered in Attachment 5 of the ICA and, accordingly,  
16 has sought to terminate those services by issuing orders to disconnect the 911 trunks  
17 provisioned by AT&T and the 911 interconnection facilities order by Spirit under the  
18 ICA. It is AT&T that is refusing to abide by the terms of its own ICA to its own  
19 competitive advantage.  
20

21 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

22 A. Yes.

STATE OF SOUTH CAROLINA                    )  
  )  
COUNTY OF RICHLAND                        )       CERTIFICATE OF SERVICE

The undersigned, Carrie L. DeVier, hereby certifies that she is employed by the law firm of Herman & Whiteaker, LLC as attorneys for South Carolina Net, Inc. d/b/a Spirit Communications (“Spirit”) and that she has caused the Rebuttal Testimony of James Steven Covington in Docket No. 2016-79-C to be served by United States Postal Service, first class postage prepaid and affixed thereto, and by email, and addressed to the following on May 5, 2016:

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